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13 MIRONOWSKI

14 UNITED STATES DISTRICT COURT
15 EASTERN DISTRICT OF CALIFORNIA

16 STEVEN R. MIRONOWSKI and
17 RUBEN MIRONOWSKI,

18 Plaintiffs,

19 v.

20 FORD MOTOR COMPANY; and
21 DOES 1 through 10, inclusive,

22 Defendant.

Case No. 1:22-cv-00675-JLT-CDB
PROTECTIVE ORDER

23 1. PURPOSES AND LIMITATIONS

24 Disclosure and discovery activity in this action are likely to involve production
25 of confidential, proprietary, commercially sensitive, personally identifiable
26 information (“PII”), or private information for which special protection from public
27 disclosure and from use for any purpose other than prosecuting this litigation may be
28 warranted. Accordingly, the parties hereby stipulate to and petition the court to enter
the following Stipulated Protective Order. The parties acknowledge that this Order
does not confer blanket protections on all disclosures or responses to discovery and
that the protection it affords from public disclosure and use extends only to the limited

1 information or items that are entitled to confidential treatment under the applicable
2 legal principles. The parties further acknowledge, as set forth in Section 12.3, below,
3 that this Stipulated Protective Order does not entitle them to file confidential
4 information under seal; Civil Local Rule 141 sets forth the procedures that must be
5 followed and the standards that will be applied when a party seeks permission from
6 the court to file material under seal.

7 **2. DEFINITIONS**

8 2.1 Challenging Party: a Party or Non-Party that challenges the designation
9 of information or items under this Order.

10 2.2 “CONFIDENTIAL” Information or Items: information (regardless of
11 how it is generated, stored or maintained), documents and/or tangible things that
12 qualify for protection under either Federal Rule of Civil Procedure 26(c) or applicable
13 law governing protection of confidential, commercially sensitive, proprietary
14 information or PII.

15 2.3 Counsel (without qualifier): Outside Counsel of Record and House
16 Counsel (as well as their support staff necessary to assist for the prosecution of this
17 litigation).

18 2.4 Designating Party: a Party or Non-Party that designates information or
19 items that it produces in disclosures or in responses to discovery as
20 “CONFIDENTIAL” or “SUBJECT TO PROTECTIVE ORDER.”

21 2.5 Disclosure or Discovery Material: all items or information, regardless of
22 the medium or manner in which it is generated, stored, or maintained (including,
23 among other things, testimony, transcripts, and tangible things), that are produced or
24 generated in disclosures or responses to discovery in this matter.

25 2.6 Expert: a non-attorney person with specialized knowledge or experience
26 in a matter pertinent to the litigation who has been retained by a Party or its counsel to
27 serve as an expert witness or as a consultant in this action provided that no disclosure
28 shall be made to any expert or consultant who is employed by a competitor of the

1 Designating Party.

2 2.7 House Counsel: attorneys who are employees of a party to this action.
3 House Counsel does not include Outside Counsel of Record or any other outside
4 counsel.

5 2.8 Non-Party: any natural person, partnership, corporation, association, or
6 other legal entity not named as a Party to this action.

7 2.9 Outside Counsel of Record: attorneys who are not employees of a party
8 to this action but are retained to represent or advise a party to this action and have
9 appeared in this action on behalf of that party.

10 2.10 Party: any party to this action, including all of its officers, directors,
11 employees, consultants, retained experts, and Outside Counsel of Record (and their
12 support staffs).

13 2.11 Producing Party: a Party or Non-Party that produces Disclosure or
14 Discovery Material in this action.

15 2.12 Professional Vendors: persons or entities that provide litigation support
16 services (e.g., photocopying, videotaping, translating, preparing exhibits or
17 demonstrations, and organizing, storing, retrieving, or producing data in any form or
18 medium) and their employees and subcontractors.

19 2.13 Protected Material: any Disclosure or Discovery Material that is
20 designated as “CONFIDENTIAL” or “SUBJECT TO PROTECTIVE ORDER.”

21 2.14 Receiving Party: a Party that receives Disclosure or Discovery Material
22 from a Producing Party.

23 **3. SCOPE**

24 The protections conferred by this Stipulation and Order cover not only
25 Protected Material (as defined above), but also (1) any information copied or extracted
26 from Protected Material; (2) all copies, excerpts, summaries, or compilations of
27 Protected Material; and (3) any testimony, conversations, or presentations by Parties
28 or their Counsel that might reveal Protected Material. However, the protections

1 conferred by this Stipulation and Order do not cover the following information: (a)
2 any information that is in the public domain at the time of disclosure to a Receiving
3 Party or becomes part of the public domain after its disclosure to a Receiving Party as
4 a result of publication not involving a violation of this Order, mistake, unintentional,
5 inadvertent production, including becoming part of the public record through trial or
6 otherwise and for which no objection to disclosure was made and/or all appellate
7 remedies have been exhausted related to its protection; and (b) any information known
8 to the Receiving Party prior to the disclosure or obtained by the Receiving Party after
9 the disclosure from a source who obtained the information lawfully and under no
10 obligation of confidentiality to the Designating Party. Any use of Protected Material at
11 trial shall be governed by a separate agreement or order.

12 4. DURATION

13 Even after final disposition of this litigation, the confidentiality obligations
14 imposed by this Order shall remain in effect until a Designating Party agrees
15 otherwise in writing or a court order otherwise directs. Final disposition shall be
16 deemed to be the later of (1) dismissal of all claims and defenses in this action, with or
17 without prejudice; and (2) final judgment herein after the completion and exhaustion
18 of all appeals, rehearings, remands, trials, or reviews of this action, including the time
19 limits for filing any motions or applications for extension of time pursuant to
20 applicable law.

21 5. DESIGNATING PROTECTED MATERIAL

22 5.1 Exercise of Restraint and Care in Designating Material for Protection.

23 Each Party or Non-Party that designates information or items for protection under this
24 Order must take care to limit any such designation to specific material that qualifies
25 under the appropriate standards. The Designating Party must designate for protection
26 only those parts of material, documents, items, or oral or written communications that
27 qualify – so that other portions of the material, documents, items, or communications
28 for which protection is not warranted are not swept unjustifiably within the ambit of

1 this Order.

2 Mass, indiscriminate, or routinized designations are prohibited. Designations
3 that are shown to be clearly unjustified or that have been made for an improper
4 purpose (e.g., to unnecessarily encumber or retard the case development process or to
5 impose unnecessary expenses and burdens on other parties) expose the Designating
6 Party to an Order to Show Cause.

7 If it comes to a Designating Party's attention that information or items that it
8 designated for protection do not qualify for protection, that Designating Party must
9 promptly notify all other Parties that it is withdrawing the mistaken designation.

10 5.2 Manner and Timing of Designations. Except as otherwise provided in
11 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise agreed
12 to by the parties or ordered by the Court, or in the case of mistaken, unintentional or
13 inadvertent lack of designation of CONFIDENTIAL items or information, Disclosure
14 or Discovery Material that qualifies for protection under this Order must be clearly so
15 designated before the material is disclosed or produced.

16 Designation in conformity with this Order requires:

17 (a) For information in documentary form (e.g., paper or electronic
18 documents, but excluding transcripts of depositions or other pretrial or trial
19 proceedings), that the Producing Party affix the legend "CONFIDENTIAL" or
20 "SUBJECT TO PROTECTIVE ORDER" to each page that contains protected
21 material.

22 A Party or Non-Party that makes original documents or materials available for
23 inspection need not designate them for protection until after the inspecting Party has
24 indicated which material it would like copied and produced. During the inspection and
25 before the designation, all of the material made available for inspection shall be
26 deemed "CONFIDENTIAL." After the inspecting Party has identified the documents
27 it wants copied and produced, the Producing Party must determine which documents,
28 or portions thereof, qualify for protection under this Order. Then, before producing the

1 specified documents, the Producing Party must affix the “CONFIDENTIAL” or
2 “SUBJECT TO PROTECTIVE ORDER” legend to each page that contains Protected
3 Material.

4 (b) for testimony given in deposition or in other pretrial or trial
5 proceedings, that the Designating Party identify the pages and lines of the transcript
6 that contain CONFIDENTIAL information by (i) making a statement to such effect on
7 the record during the deposition or other pre-trial proceeding, or (ii) by written notice
8 within thirty (30) days after receipt of the final transcript of such deposition or other
9 proceeding. However, before the thirty (30) day period expires, all testimony,
10 exhibits, and transcripts of depositions or other testimony shall be treated as
11 CONFIDENTIAL items or information.

12 (c) for information produced in some form other than documentary and
13 for any other tangible items, that the Producing Party affix in a prominent place on the
14 exterior of the container or containers in which the information or item is stored the
15 legend “CONFIDENTIAL” or “SUBJECT TO PROTECTIVE ORDER.”

16 5.3 Inadvertent Failures to Designate. If corrected, a mistaken, unintentional
17 or inadvertent failure to designate qualified information or items does not, standing
18 alone, waive the Designating Party’s right to secure protection under this Order for
19 such material. Upon timely correction of a designation, the Receiving Party must
20 make reasonable efforts to assure that the material is treated in accordance with the
21 provisions of this Order. Inadvertent, mistaken, or unintentional production of
22 CONFIDENTIAL items or information that should have been designated as
23 “CONFIDENTIAL” or “SUBJECT TO PROTECTIVE ORDER” shall not be deemed
24 a waiver in whole or in part of the Designating Party’s claims of confidentiality. In
25 the event that a Designating Party produces a disclosure or document without a
26 confidentiality designation as permitted by this Order, the Designating Party shall
27 promptly notify the other Party in writing and provide a replacement image for the
28 document and an overlay with the new confidentiality designation. The Receiving

1 Party shall promptly certify destruction of the improperly designated document,
2 including all copies thereof. The production of such document does not constitute a
3 waiver of any claim of confidentiality as set forth in this Order or any other matter in
4 any other jurisdiction, unless otherwise ordered by the Court.

5 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
7 designation of confidentiality at any time. Unless a prompt challenge to a Designating
8 Party's confidentiality designation is necessary to avoid foreseeable, substantial
9 unfairness, unnecessary economic burdens, or a significant disruption or delay of the
10 litigation, a Party does not waive its right to challenge a confidentiality designation by
11 electing not to mount a challenge promptly after the original designation is disclosed.

12 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
13 resolution process by providing written notice of each designation it is challenging,
14 identifying where applicable the challenged designation by Bates number, and
15 describing the basis for each challenge. To avoid ambiguity as to whether a challenge
16 has been made, the written notice must recite that the challenge to confidentiality is
17 being made in accordance with this specific paragraph of the Protective Order. The
18 parties shall attempt to resolve each challenge in good faith and must begin the
19 process by conferring directly (in voice to voice dialogue; other forms of
20 communication are not sufficient) within 14 days of the date of service of notice. In
21 conferring, the Challenging Party must explain the basis for its belief that the
22 confidentiality designation was not proper and must give the Designating Party an
23 opportunity to review the designated material, to reconsider the circumstances, and, if
24 no change in designation is offered, to explain the basis for the chosen designation. A
25 Challenging Party may proceed to the next stage of the challenge process only if it has
26 engaged in this meet and confer process first or establishes that the Designating Party
27 is unwilling to participate in the meet and confer process in a timely manner.

1 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without
 2 court intervention, the Designating Party shall file and serve a motion to retain
 3 confidentiality under Civil Local Rule 133 (and in compliance with Civil Local Rule
 4 141, if applicable) within 45 days of the initial notice of challenge or within 30 days
 5 of the parties agreeing that the meet and confer process will not resolve their dispute,
 6 whichever is earlier. Each such motion must be accompanied by a competent
 7 declaration affirming that the movant has complied with the meet and confer
 8 requirements imposed in the preceding paragraph. Failure by the Designating Party to
 9 make such a motion including the required declaration within 45 days (or 30 days, if
 10 applicable) shall automatically waive the confidentiality designation for each
 11 challenged designation. In addition, the Challenging Party may file a motion
 12 challenging a confidentiality designation at any time if there is good cause for doing
 13 so, including a challenge to the designation of a deposition transcript or any portions
 14 thereof. Any motion brought pursuant to this provision must be accompanied by a
 15 competent declaration affirming that the movant has complied with the meet and
 16 confer requirements imposed by the preceding paragraph.

17 The burden of persuasion in any such challenge proceeding shall be on the
 18 Designating Party. Frivolous challenges, and those made for an improper purpose
 19 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
 20 expose the Challenging Party to an Order to Show Cause. Unless the Designating
 21 Party has waived the confidentiality designation by failing to file a motion to retain
 22 confidentiality as described above, all parties shall continue to afford the material in
 23 question the level of protection to which it is entitled under the Producing Party's
 24 designation until the court rules on the challenge (including appellate proceedings).

25 7. ACCESS TO AND USE OF PROTECTED MATERIAL

26 7.1 Basic Principles. A Receiving Party may use Protected Material that is
 27 disclosed or produced by another Party or by a Non-Party in connection with this case
 28 only for prosecuting, defending, or attempting to settle this litigation. Such Protected

1 Material may be disclosed only to the categories of persons and under the conditions
2 described in this Order. When the litigation has been terminated, a Receiving Party
3 must comply with the provisions of section 13 below (FINAL DISPOSITION).

4 Protected Material must be stored and maintained by a Receiving Party at a
5 location and in a secure manner that ensures that access is limited to the persons
6 authorized under this Order.

7 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
8 otherwise ordered by the court or permitted in writing by the Designating Party, a
9 Receiving Party may disclose any information or item designated “CONFIDENTIAL”
10 only to:

11 (a) the Receiving Party’s Outside Counsel of Record in this action, as
12 well as employees of said Outside Counsel of Record to whom it is reasonably
13 necessary to disclose the information for this litigation and who have signed the
14 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A;

15 (b) the officers, directors, and employees (including House Counsel) of
16 the Receiving Party to whom disclosure is reasonably necessary for this litigation and
17 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

18 (c) Experts (as defined in this Order) of the Receiving Party to whom
19 disclosure is reasonably necessary for this litigation and who have signed the
20 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

21 (d) the court and its personnel;

22 (e) court reporters, videographers, and their staff, professional jury or
23 trial consultants, mock jurors, and Professional Vendors to whom disclosure is
24 reasonably necessary for this litigation and who have signed the “Acknowledgment
25 and Agreement to Be Bound” (Exhibit A);

26 (f) upon reasonable notice to the Designating Party in order to afford the
27 Designating Party an opportunity to object, during their depositions, witnesses in the
28 action to whom disclosure is reasonably necessary and who have signed the

1 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed
2 by the Designating Party or ordered by the court. Pages of transcribed deposition
3 testimony or exhibits to depositions that reveal Protected Material must be separately
4 bound by the court reporter and may not be disclosed to anyone except as permitted
5 under this Stipulated Protective Order.

6 (g) upon reasonable notice to the Designating Party in order to afford the
7 Designating Party an opportunity to object, the author or recipient of a document
8 containing the information or a custodian or other person who otherwise possessed or
9 knew the information and who have signed the “Acknowledgment and Agreement to
10 Be Bound” (Exhibit A).

11 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
12 OTHER LITIGATION

13 If a Party is served with a subpoena or a court order issued in other litigation
14 that compels disclosure of any information or items designated in this action as
15 “CONFIDENTIAL” or “SUBJECT TO PROTECTIVE ORDER,” that Party must:

16 (a) promptly notify in writing the Designating Party. Such notification
17 shall include a copy of the subpoena or court order;

18 (b) promptly notify in writing the party who caused the subpoena or order
19 to issue in the other litigation that some or all of the material covered by the subpoena
20 or order is subject to this Protective Order. Such notification shall include a copy of
21 this Stipulated Protective Order; and

22 (c) cooperate with respect to all reasonable procedures sought to be
23 pursued by the Designating Party whose Protected Material may be affected.

24 If the Designating Party seeks a protective order, the Party served with the
25 subpoena or court order shall not produce any information designated in this action as
26 “CONFIDENTIAL” or “SUBJECT TO PROTECTIVE ORDER,” before a
27 determination by the court from which the subpoena or order issued, unless the Party
28 has obtained the Designating Party’s permission. The Designating Party shall bear the

1 burden and expense of seeking protection in that court of its confidential material –
2 and nothing in these provisions should be construed as authorizing or encouraging a
3 Receiving Party in this action to disobey a lawful directive from another court.

4 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED
5 IN THIS LITIGATION

6 (a) The terms of this Order are applicable to information produced by a
7 Non-Party in this action and designated as “CONFIDENTIAL” or “SUBJECT TO
8 PROTECTIVE ORDER.” Such information produced by Non-Parties in connection
9 with this litigation is protected by the remedies and relief provided by this Order.
10 Nothing in these provisions should be construed as prohibiting a Non-Party from
11 seeking additional protections.

12 (b) In the event that a Party is required, by a valid discovery request, to
13 produce a Non-Party's confidential information in its possession, and the Party is
14 subject to an agreement with the Non-Party not to produce the Non-Party's
15 confidential information, then the Party shall:

16 (1) promptly notify in writing the Requesting Party and the Non-
17 Party that some or all of the information requested is subject to a confidentiality
18 agreement with a Non-Party;

19 (2) promptly provide the Non-Party with a copy of the Stipulated
20 Protective Order in this litigation, the relevant discovery request(s), and a
21 reasonably specific description of the information requested; and

22 (3) make the Non-Party's information that has been requested
23 available for inspection by the Non-Party.

24 (c) If the Non-Party fails to object or seek a protective order from this
25 court, the Receiving Party may produce the Non-Party's confidential information
26 responsive to the discovery request. If the Non-Party seeks a protective order, the
27 Party in receipt of the discovery request(s) shall not produce any information in its
28 possession or control that is subject to the confidentiality agreement with the Non-

1 Party before a determination by the court. Absent a court order to the contrary, the
2 Non-Party shall bear the burden and expense of seeking protection in this court of its
3 Protected Material.

4 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

5 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
6 Protected Material to any person or in any circumstance not authorized under this
7 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
8 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
9 to retrieve, and return, destroy, or delete, all unauthorized copies of the Protected
10 Material, (c) inform the person or persons to whom unauthorized disclosures were
11 made of all the terms of this Order, and (d) request such person or persons to execute
12 the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit
13 A.

14 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
15 MATERIAL

16 When a Producing Party gives notice to Receiving Parties that certain mistaken,
17 unintentional, or inadvertently produced material is subject to a claim of privilege or
18 other protection, the obligations of the Receiving Parties are:

- 19 a. If the Producing Party notifies the Receiving Party after
20 discovery that privileged materials (hereinafter referred to as the
21 “Identified Materials”) have been produced, the Identified
22 Materials and all copies of those materials shall be returned to
23 the Producing Party or destroyed or deleted, on request of the
24 Producing Party. The Producing Party will provide a privilege
25 log providing information upon request or if required pursuant to
26 the Federal Rules of Civil Procedure and applicable case law to
27 the Receiving Party at the time the Producing Party provides the
28 Receiving Party notice of the Identified Materials. If the

1 Receiving Party has any notes or other work product reflecting
2 the contents of the Identified Materials, the Receiving Party will
3 not review or use those materials unless the Court later
4 designates the Identified Materials as not privileged or protected.

5 b. The Identified Materials shall be deleted from any systems used
6 to house the documents, including document review databases, e-
7 rooms and any other location that stores the documents. The
8 Receiving Party may make no use of the Identified Materials
9 during any aspect of this matter or any other matter, including in
10 depositions or at trial, unless the documents have been
11 designated by the Court as not privileged or protected.

12 c. The contents of the Identified Materials shall not be disclosed to
13 anyone who was not already aware of the contents of them
14 before the notice was made. The Receiving Party must take
15 reasonable steps to retrieve the Identified Materials if the
16 Receiving Party disclosed the Identified Materials before being
17 notified.

18 d. If any Receiving Party is in receipt of a document from a
19 Producing Party which the Receiving Party has reason to believe
20 is privileged, the Receiving Party shall in good faith take
21 reasonable steps to promptly notify the Producing Party of the
22 production of that document so that the Producing Party may
23 make a determination of whether it wishes to have the documents
24 returned or destroyed pursuant to this Protective Order.

25 e. The party returning the Identified Materials may move the Court
26 for an order compelling production of some or all of the
27 Identified Material returned or destroyed, but the basis for such
28 motion may not be based on the fact or circumstances of the

1 production.

2 The inadvertent, unintentional, or mistaken disclosure of CONFIDENTIAL
3 items or information is not a waiver of the attorney-client privilege, work product
4 doctrine, or any other asserted privilege in this Action or any other federal or state
5 proceeding, pursuant to Federal Rule of Evidence 502(d).

6
7 12. MISCELLANEOUS

8 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
9 person to seek its modification by the court in the future.

10 12.2 Right to Assert Other Objections. By stipulating to the entry of this
11 Protective Order no Party waives any right it otherwise would have to object to
12 disclosing or producing any information or item on any ground not addressed in this
13 Stipulated Protective Order. Similarly, no Party waives any right to object on any
14 ground to use in evidence of any of the material covered by this Protective Order.

15 12.3 Filing Protected Material. Without written permission from the
16 Designating Party or a court order secured after thirty (30) days prior notice, or upon
17 another timeframe agreeable under the circumstances, to all interested persons, a Party
18 may not file in the public record in this action any Protected Material. A Party that
19 seeks to file under seal any Protected Material must comply with Civil Local Rule
20 141. Protected Material may only be filed under seal pursuant to a court order
21 authorizing the sealing of the specific Protected Material at issue. Pursuant to Civil
22 Local Rule 141, a sealing order will issue only upon a request establishing that the
23 Protected Material at issue is privileged, protectable as a trade secret, or otherwise
24 entitled to protection under the law. If a Receiving Party's request to file Protected
25 Material under seal pursuant to Civil Local Rule 141 is denied by the court, then the
26 Receiving Party may file the information in the public record pursuant to Civil Local
27 Rule 141 unless otherwise instructed by the court.

28 13. FINAL DISPOSITION

1 Within 60 days after the final disposition of this action, as defined in paragraph
2 4, each Receiving Party must return all Protected Material to the Producing Party or
3 destroy such material. As used in this subdivision, “all Protected Material” includes
4 all copies, abstracts, compilations, summaries, and any other format reproducing or
5 capturing any of the Protected Material. Whether the Protected Material is returned or
6 destroyed, the Receiving Party must submit a written certification to the Producing
7 Party (and, if not the same person or entity, to the Designating Party) by the 60 day
8 deadline that (1) identifies (by category, where appropriate) all the Protected Material
9 that was returned or destroyed and (2) affirms that the Receiving Party has not
10 retained any copies, abstracts, compilations, summaries or any other format
11 reproducing or capturing any of the Protected Material. Notwithstanding this
12 provision, should Counsel desire to retain an archival copy of pleadings, motion
13 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,
14 expert reports, attorney work product, and consultant and expert work product, the
15 parties will meet and confer to agree on what will be returned or retained. The parties
16 reserve the right to object to retention of any such materials. Any such archival copies
17 that contain or constitute Protected Material remain subject to this Protective Order as
18 set forth in Section 4 (DURATION).

19 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

20
21 DATED: December 5, 2022 STRATEGIC LEGAL PRACTICES, APC

22
23 _____
24 Steven D. Whang
25 Attorney for Plaintiff
STEVEN R. MIRONOWSKI and RUBEN
MIRONOWSKI

26 DATED: December , 2022 LEWIS BRISBOIS BISGAARD & SMITH LLP
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Brian C. Vanderhoof
Kelsey J. Moe
Attorney for Defendant
FORD MOTOR COMPANY

PURSUANT TO STIPULATION, IT IS SO ORDERED.

IT IS SO ORDERED.

Dated: May 22, 2023


UNITED STATES MAGISTRATE JUDGE

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury that
I have read in its entirety and understand the Stipulated Protective Order that was
issued by the United States District Court for the Eastern District of California on
[date] in the case *STEVEN R. MIRONOWSKI and RUBEN MIRONOWSKI v. FORD
MOTOR COMPANY*, CASE NO. 1:22-cv-00675-JLT-CDB. I agree to comply with
and to be bound by all the terms of this Stipulated Protective Order and I understand
and acknowledge that failure to so comply could expose me to sanctions and
punishment in the nature of contempt. I solemnly promise that I will not disclose in
any manner any information or item that is subject to this Stipulated Protective Order
to any person or entity except in strict compliance with the provisions of this Order. I
further agree to submit to the jurisdiction of the United States District Court for the
Eastern District of California for the purpose of enforcing the terms of this Stipulated
Protective Order, even if such enforcement proceedings occur after termination of this
action.

I hereby appoint _____ [print or type full name] of
_____ [print or type full address and
telephone number] as my California agent for service of process in connection with
this action or any proceedings related to enforcement of this Stipulated Protective
Order.

Date: _____

City and State where sworn and signed: _____

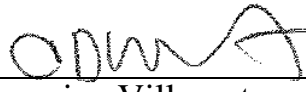
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Signature: _____

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CERTIFICATE OF SERVICE

I hereby certify that on May 22, 2023, a true and correct copy of the foregoing **[PROPOSED] PROTECTIVE ORDER** was filed electronically with the Clerk of the Court using the CM/ECF System. Notice of this filing will be sent by operation of the Court's electronic filing system to all parties listed on the CM/ECF System. Parties may access this filing through the Court's electronic filing system.



Charmaine Villavert